

**Remarks/Arguments**

Claims 1-14 are pending.

The specification has been amended to correct translation errors. No new matter is believed to be added by the amendment.

**Rejection of claims 1-14 under 35 USC 102(e) as being anticipated by Kuftedjian et al. (US Pat. No. 6105057)**

Applicants submit that for the reasons discussed below amended claim 1, and the claims that depend therefore, are not anticipated by Kuftedjian.

The present invention concerns access priority in a network, in particular, access by a first application to a device resource already reserved by a second application. The present invention provides for two distinct phases: a negotiation phase during which the first application asks whether the second application would voluntarily give up the resource, disregarding an priority level comparison; and a preemption phase during which the first application may take control over the resource if the second application decides to abandon the resource as a result of the negotiation phase, or by forcing the second application to give up the resource if the priority level of the first application allows it to do so.

To more clearly recite this feature, claim 1 has been amended to recite:

- a **negotiation phase** during which a first application requests abandonment, for the benefit of the first application, of a resource by a second application, wherein the second application agrees to abandon the resource or refuses to abandon the resource, and

- a **preemption phase** during which the first application preempts access to the resource by the second application as a function of the respective priorities of the first and second applications and as a function of the result of the negotiation.

Nowhere does Kuftedjian et al. disclose or suggest such a feature.

Applicants submit that the Office Action fails to recognize the difference between the two recited phases, namely the negotiation phase, wherein the

second application has the choice of voluntarily abandoning the resource, and the preemption phase, wherein the second application may be forced to abandon the resource. Applicants also submit that Kuftedjian fails to disclose the recited negotiation phase and preemption phase.

Kuftedjian discloses a method and an apparatus for manipulation mutexes on network assets. According to Kuftedjian a request for locking a resource comprises a priority level. (col. 5, lines 33-38) Kuftedjian also describes a case where a lock conflict occurs on an already locked resource. (col. 7, lines 10-31). There, the priority of the request and the priority of the prior request that resulted in the lock are compared, and the resource is locked if the priority in the request is higher than that of the prior request.

The above-described mechanism corresponds to a preemption mechanism, that is, the winning request is that associated with a higher priority. The element that initially controls the resource is not requested to voluntarily give up the resource via a negotiation phase. Kuftedjian says nothing about a negotiation phase, and thus there is no possibility in the system of Kuftedjian that an element of lower priority can gain control over a resource that is controlled by an element that has a higher priority.

By contrast, the present invention provides for a negotiation phase and a preemption phase, whereby the second application may give up control over a resource to a first application, even if the second application has a higher priority than the first application. Such a mechanism is not disclosed or suggested in Kuftedjian, and provides a much more flexible mechanism for controlling access to a network resource. For example, as described on page 18, lines 17-25, wherein two application of the same priority have a conflict, and since both applications are user controlled, a negotiation takes place involving a choice by the user having the resource. Such a flexible approach is not possible with the system taught by Kuftedjian.

In view of the above, applicants submit that Kuftedjian fails to disclose or suggest a notable feature of amended claim 1, and thus, amended claim 1 and the claims that depend therefrom, are not anticipated by Kuftedjian.

Having fully addressed the Examiner's rejections it is believed that, in view of the preceding amendments and remarks, this application stands in condition for allowance. Accordingly then, reconsideration and allowance are respectfully solicited. If, however, the Examiner is of the opinion that such action cannot be taken, the Examiner is invited to contact the applicant's attorney at (609) 734-6815, so that a mutually convenient date and time for a telephonic interview may be scheduled.

Respectfully submitted,  
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#### CERTIFICATE OF MAILING

I hereby certify that this amendment is being deposited with the United States Postal Service as First Class Mail, postage prepaid, in an envelope addressed to [Mail Stop Amendment], Commissioner for Patents, Alexandria, Virginia 22313-1450 on:

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